



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

June 6, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE AT VARIOUS FLOOD CONTROL FACILITIES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award contracts for "Landscape Maintenance - Los Angeles River, Compton Creek, and Centinela Creek" and "Los Angeles River and Rio Hondo Channel" to United Pacific Services, Inc., located in La Habra, California, effective upon Board approval for a period of one year with two 1-year renewal options not to exceed a total contract period of three years.
3. Instruct the Chairman to sign these contracts.
4. Authorize the contractor to proceed in accordance with each contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber annual amounts for Los Angeles River, Compton Creek, and Centinela Creek not to exceed \$274,900 and for Los Angeles River and Rio Hondo Channel not to exceed \$191,600. These amounts are based on the contractor's prices to perform the requested work.
6. Delegate authority to the Director of Public Works to renew these contracts for the two renewal options, if, in the opinion of the Director, renewal is warranted.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to have your Board approve contracts which will provide for landscaping services at specific locations along the lower section of the Los Angeles River, Compton Creek, and Centinela Creek, and the Los Angeles River and Rio Hondo Channel. These contracts cover maintenance of the vegetation planted on the backslope along with the irrigation system which was constructed as part of the landscaping improvements under the recently completed Los Angeles County Drainage Area project.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These contracts will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and effective manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The total annual cost of these contracts is \$466,500 (\$274,900 for Los Angeles River, Compton Creek, and Centinela Creek and \$191,600 for Los Angeles River and Rio Hondo Channel). These amounts represent the contractor's costs to perform the requested work.

These contracts will commence upon Board approval for a period of one year with two 1-year renewal options not to exceed a total contract period of three years. With the Board's delegated authority, the Director may renew these contracts for the two 1-year renewal periods. One or both of these contracts may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in the Flood Control District's 2001-02 budget to cover the cost of these contracts. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

These contracts have been properly executed by the contractor and approved by County Counsel as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for non-Proposition A services, as these services are required on a part-time and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these landscaping services are categorically exempt as specified in Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On February 19, 2002, Public Works solicited proposals from 507 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

On March 20, 2002, six proposals were received for landscape maintenance services at Los Angeles River, Compton Creek, and Centinela Creek, and eight proposals were received for Los Angeles River and Rio Hondo Channel. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals. Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the Request for Proposals document which included proposed fee, work plan of action/approach, references, experience, and equipment. Based on these evaluations, it is recommended that the contracts be awarded to the most responsive proposer, United Pacific Services, Inc., located in La Habra, California. Although United Pacific Services, Inc., did not submit the lowest cost proposals for each area, their work plan/approach and catalog of equipment were more comprehensive than the low bid.

Enclosure A reflects each of the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, contractor notifying their current and new

The Honorable Board of Supervisors  
June 6, 2002  
Page 4

employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owners Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability Insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that the activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services which will exceed these contracts' approved amounts, scopes of work, and/or dates.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not affect County personnel, as these services are required on a part-time and intermittent basis.

#### **CONCLUSION**

Please have the originals of these contracts and one copy signed by the Chairman. Please return the signed copies for the contractors to Public Works, together with the conformed copies for Public Works' files. The fully executed originals should be retained for your files.

The Honorable Board of Supervisors  
June 6, 2002  
Page 5

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

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THIS AGREEMENT, made and entered into as of this \_\_\_\_\_day of \_\_\_\_\_, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

UNITED PACIFIC SERVICES, INCORPORATED, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 20th day of March 2002, hereby agrees to provide landscaping services at specific locations along the lower section of the Los Angeles River, Compton Creek, and Centinela Creek, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Landscape Maintenance - Los Angeles River, Compton Creek, and Centinela Creek."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services,

and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$274,900, or such greater sum as the Board may approve.

FOURTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

UNITED PACIFIC SERVICES,  
INCORPORATED

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary



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BY AND BETWEEN

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AND

UNITED PACIFIC SERVICES, INCORPORATED, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 20th day of March 2002, hereby agrees to provide landscaping services at specific locations along the lower section of the Los Angeles River and Rio Hondo Channel, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Landscape Maintenance - Los Angeles River and Rio Hondo Channel."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

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By \_\_\_\_\_  
Chairman, Board of Supervisors

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VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

UNITED PACIFIC SERVICES,  
INCORPORATED

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary